

All straight-time work performed on the second shift shall be compensated at the rate of 10% in the excess of the base rate specified herein. All straight-time work performed on the third shift shall be compensated at the rate of 15% in the excess of the base rate specified herein.

All night shifts shall consist of unemployed Cement Masons/Plasterers who have not been employed in the capacity of Cement Masons/Plasterers during the preceding twenty four hour period.

No shifts shall be operated on any job with less than two Employees. Night shifts may not be worked prior to the ending of the day shift.

When two or more shifts are worked, the first or day shift shall work eight hours; the second shall work seven and one-half (7 1/2) hours starting at the end of the day shift, while the third shift shall work seven hours starting at the end of the second shift.

All Employees working on shift work shall have a minimum of eight (8) hours worked for each day or night worked, unless the Employees leave the job of their own volition. All work performed prior to the regular shift starting time or after the regular quitting time shall be considered as overtime.

In the event that a single shift is worked in a day that is not preceded by a normal day shift, each Employee working that shift shall be compensated by an additional 15% per base hour.

Time worked between the hours of 8 A.M. on Saturday and 8 A.M. on Monday shall be paid the overtime rate.

When a night shift consists of three (3) or more Employees, one Cement Masons/Plasterer shall be designated as foreman and he shall be paid in accordance with and be subject to the terms of this Agreement.

#### **SWING RATE**

**Section 4.** Swing Rate shall be 15% in excess of the Journeyman rate for work performed on swing scaffolds.

#### **TRAVEL TIME**

**Section 5.** When Employees are sent to work outside the jurisdictional area as outlined in Article II, board shall be paid by the Employer as well as transportation fare both ways, and if traveling at night, sleeping accommodations shall be paid for. When traveling during regular working hours, Employees shall receive the regular rate per hour, but not to exceed eight hours' pay for any one day traveling. Travel pay shall be as provided in the attached Appendix.

### **OVERTIME HOURS**

**Section 6.** All time made in excess of eight (8) hours a day and before the regular hour for beginning or after the regular hour for ending of such day shift shall constitute premium time and shall be paid for at the overtime rate set forth in the Appendix. When overtime is worked on any job, all Cement Masons/Plasterers working on such job for the contractor requiring overtime work shall be eligible to work such overtime.

### **HOLIDAYS**

**Section 7.** Holidays to be observed are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day. All work performed on any of the foregoing holidays shall be paid for at the rate of double time. Veterans Day shall be a holiday for the Allentown, Harrisburg and York areas. Election Day shall be a holiday for the Reading area.

When overtime is made on Election Day, time off without pay to vote shall be allowed.

### **REPORTING**

**Section 8.** An Employee who reports upon the expressed order of an employer shall be guaranteed two hours' work calculated at the hourly wage rate. Weather conditions, acts of God, fire, accidents, and other reasons beyond the control of the employer shall be the exception of this rule.

### **GUARANTEED EIGHT HOUR PAY**

**Section 9.** If an employee starts work, that employee shall be guaranteed a minimum of eight hours' pay for that day. This guarantee shall be inapplicable in the event that work is discontinued due to weather conditions, act of God, fire, accidents and other reasons beyond the control of the employer, in which case the Employee will be paid for hours actually worked; provided, however, whenever an Employee starts working in foul weather for an Employer, the eight hours' pay guarantee shall be in force and effect. It is mutually agreed that a Cement Mason/Plasterer may be moved from job to job by the same Employer during the work day at not cost to the Cement Mason. An employee who was referred to the Employer by the Union hall shall have first preference for the payment of the eight hour guarantee.

### STARTING TIME

**Section 10.** All employees shall be on the job site with tools ready to start at the designated starting time. At lunch periods they shall not be required to leave the tool house until one-half hour has elapsed from time of quitting for lunch.

### LAYOFFS

**Section 11.** If an Employer or foreman discharges or lays off any Employee, such Employee shall, subject to the provisions of this Agreement, be paid at once. The Employer's failure to pay such employee at time of discharge or layoff shall result in the Employee's entitlement to the receipt of two (2) additional hours of pay for each day that such payment is delayed until actually received.

Payment for overtime on day of layoff must be postmarked no later than the next working day. Failure to do so will result in two additional hours of pay for each day that such payment is delayed until actually received.

Unless Employees are relieved of their duties and formally laid off, all time spent on the job due to interruptions of production, weather conditions and the like shall be considered as working time.

Notice of layoff shall be given to the Cement Masons/Plasterers on the job at least 60 minutes before quitting time by the Employer, the superintendent, or, if there be such person on the job, by the Cement Mason's/Plasterer's general foreman or foreman.

If a discharged or laid-off Employee's wages are not paid during regular working hours, that Employee shall receive an additional two (2) hours' waiting time for each day that such payment is delayed until actually received.

**Section 12.** When layoffs are caused by the delay of work of the Employer, the Employees shall be paid upon demand. If an Employee reports for work in the morning, or at such time as he may have been instructed the evening before, and he is not put to work, except for conditions beyond the control of the Employer, such as weather, etc., he shall be guaranteed two hours' work.

**Section 13.** When an Employer reduces the number of Employees in his shop, the Employees shall be laid off in the inverse order of their employment. This order of employment reduction shall be maintained unless mutually agreed by the Employer and Union Representative.

**Section 14.** When Employees are ordered to leave the job for any reason by the supervisor or Employer, the Employees shall not return on the job until the regular starting time the following day. If an Employee is laid off or discharged after being ordered to leave the job, that Employee shall be entitled to receive two (2) additional hours of compensation. If an employee is scheduled for work and is told not to report after the end of the preceeding work day two (2) additional hours of pay is required.



## **TOLL HOUSES**

**Section 15.** Tool houses, which shall be adequately heated during cold weather, shall be located in a convenient place. In no case, however, shall Employees be required to spend more than five minutes to travel from tool house or checking-in place where working, or to spend more than the same amount of time in returning to the tool house or checking-out place.

Suitable drinking water shall be provided for the bargaining unit at all times. Ice water shall be provided during the months of May, June, July, August, September and October, in sanitary container. Paper drinking cups shall be furnished by the Employer.

**Section 16.** If any Employee should become incapacitated because of illness, or as the result of an accident incident to employment, such Employee shall be reemployed upon the same project upon his recovery, provided he returns to work within a reasonable length of time, which shall be not more than five (5) working days after his recovery. If requested, the Employee shall furnish a doctor's certificate to establish the date of his recovery.

Any employee who leaves the job because of an injury suffered on the job, or because of a job related illness, shall receive pay for a full day's work regardless of when he has left the job as aforesaid.

**Section 17. Tools.** Employees shall carry all standard hand tools pertinent to their trade. Any special tools required shall be furnished by the Employer. When working in foul weather, foul weather gear will be furnished by the Employer.

**Section 18. Tools and Clothing Storage.** All employers shall provide a safe place under lock and key for the use of the Employees in storing their tools, and making the necessary changes in clothing, the steward and foreman to be supplied with the keys and locks. The Employer shall reimburse, either directly or through insurance, any Employee up to a maximum of \$100 for tools and or \$50.00 for clothes which are destroyed by fire or other act of God, or while the project is not operating which are lost, stolen, destroyed or damaged; provided, however, that this provision shall only apply if such destruction or damage occurs while such tools and/or clothes are in the tools shed or tool room; and provided further that the Employees shall promptly furnish the Employer with a properly sworn statement of loss.

**Section 19. Salamanders.** When salamanders or other devices that give off injurious fumes are used, they must be properly ventilated.

**Section 20. Scaffolding.** The provisions of the Federal and State Safety Code of the Department of Labor in which the labor is being rendered shall be observed.

**Section 21. Safety Regulations.** Employees and Employers shall comply with all safety measures required under City, County, State and Federal Department safety rules and regulations.

## **ARTICLE V**

### **FOREMEN**

**Section 1.** All foremen shall be qualified Cement Masons/Plasterers. Employees shall not be required to receive orders from anyone other than a practical Cement Mason/Plasterer.

**Section 2.** When two (2) or more Employees are employed, one shall be designated as a foreman.

**Section 3.** Notice of layoff shall be given to the Cement Masons/Plasterers on a job at least 60 minutes before quitting time by the Employer, the superintendent, or, if there be such on the job, by the Cement Mason's Plasterers' general foreman or Cement Masons/Plasterers' foreman.

## **ARTICLE VI**

### **APPRENTICES**

**Section 1.** Continuing throughout the term of this Agreement, the Employer hereby agrees to be bound by the provisions, as they may from time to time be amended, of an Agreement and Declaration of Trust between the various Contractors Association, and the Union establishing the Plasterers and Cement Masons Joint Apprenticeship Training Funds or whatever name may be adopted for said Fund, and by the provisions, as they may from time to time be amended, of the Standards of Apprenticeship established pursuant to said Agreement and Declaration of Trust.

**Section 2.** Continuing throughout the term of this Agreement, the Employer shall contribute to said Joint Apprenticeship Training Fund at the appropriate rate set forth in the attached Appendix. Cents for each hour worked for which wages or compensation (including compensation for reporting time and paid holidays) are payable to any Employee performing work covered by the terms of this Agreement.

**Section 3.** Any bond, deposit or security posted by the Association, by an Employer or by any other Employer, pursuant to the provisions of this Agreement shall also guarantee and be applicable to the fringe benefits contributions to be made pursuant to this Article.

**Section 4.** The wage rates of apprentices shall be as set forth in the attached Appendix.

**Section 5.** Subject to their availability and to job conditions as determined by the Union Business Representative in his sole discretion, every fifth employee covered by this agreement on each job site shall be an apprentice.